

REMARKS:

In accordance with the foregoing, claims 1, 2, 7-10 and 13 have been amended. New claim 14 has been added. Claims 1-4 and 7-14 are pending and under consideration. The Examiner refers to claims 1-3 and 6-13. However, because claim 6 has been cancelled and because claim 4 is pending, this appears to be an error. Clarification is requested.

Claims 1-3 and 6-13 are rejected under 35 USC § 102(e) as being anticipated by US Patent Publication No. 2002/0035515 to Moreno. The reference to claims 1-3 and 6-13 appears to be an error.

In response to the previous Office Action, the claims were amended to recite that the delivery of goods information includes a message requesting the recipient to confirm as to whether the recipient approves or rejects reception of the goods. The Examiner states that Fig. 6D of Moreno teaches these feature. Paragraph [0095], which relates to Fig. 6D, is as follows:

[0095] Referring again to FIG. 6B, when a customer signs-in with the server, via a kiosk or otherwise (for example, via a remote connection established with a PDA, telephone or other device), and selects the Pick-Up Delivery button 604, the server suitably identifies to the customer whether a signature is or is not required to accept the goods, as shown in FIG. 6C. Information about the carrier and/or the vendor providing the goods is also provided to the customer, in certain embodiments of the present invention. The customer may then appropriately "sign" for the goods. As shown in FIG. 6D, such signature may be accomplished on a signature pad, however, other forms of signatures may also be utilized including, but not limited to, e-signatures. In the embodiment shown in FIG. 6D, the server also presents a representation of the customer's signature 606, which the customer may indicate is complete (via button 608), erase (via button 610), or refuse to sign (via button 612--in which case no signature is presented in field 606. Based upon the requirements of the shipping arrangements specified by the vendor and/or the carrier, a refusal to provide a signature may result in the delivery to the customer being denied and access to the goods in the locker withheld until such signature is provided.

Moreno appears to disclose delivering a user's goods from the storage locker to the user. However, Moreno does not teach details regarding delivery goods from a deliverer to the storage locker. The claims have been amended to emphasize this feature. Specifically, the claims have been amended to recite that the delivery goods information includes a message requesting the recipient to confirm as to whether the recipient approves or rejects delivery of the goods by the deliverer. Moreno makes no suggestion for this feature.

Independent claims 1, 2, 7 and 8 recite that the invention manages delivery of goods from a deliverer to a recipient. Independent claims 1 and 2 further recite that the invention manages delivery when directly delivering goods.

New claim 14 has been added to emphasize that goods are delivered from a deliverer to

a location associated with the recipient of the goods. New claim 14 recites a method of operating a data processing system, comprising: communicating to a registered user that an authenticated deliverer is attempting to deliver an item to a location associated with the user and is requesting delivery instructions; and forwarding delivery instructions from the user to the receiver. Moreno does not disclose or suggest the features of claim 14.

Moreno discloses delivering user's goods from a storage locker to the user. Moreno does not disclose or suggest the limitations discussed above. Accordingly, the anticipation rejection should be withdrawn. There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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